

***EXHIBIT 1-1***

**AITHRE CAPITAL PARTNERS LLC****Secured Convertible Promissory Note**

THIS INSTRUMENT AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR UPON RECEIPT BY THE ISSUER OF AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT.

**SECURED CONVERTIBLE PROMISSORY NOTE****No. CN-1****Date of Issuance****US\$24,593,100.00****January 5, 2021**

**FOR VALUE RECEIVED**, THEIA GROUP INCORPORATED, a Delaware corporation (the "Issuer"), THEIA HOLDINGS A, INC., a Delaware corporation (as "**Guarantor**" under the Collateral Agreement (as defined in the Note Purchase Agreement) hereby promises to pay to the order of AITHRE CAPITAL PARTNERS LLC (the "Holder"), the principal sum of US\$24,593,100, together with an amount equal to fifty percent (50%) of the Principal Amount (such total amount, the "**Repayment Amount**") in accordance with the terms and conditions of this secured convertible promissory note (this "Note"). Unless earlier converted into Conversion Shares pursuant to Section 5 of that certain Note Purchase Agreement dated January 5, 2021, by and among the Issuer, the Holder and the other parties thereto (the "**Purchase Agreement**"), the Repayment Amount will be due and payable by the Issuer at any time on Maturity Date.

This Note is one of a series of Notes issued pursuant to the Purchase Agreement, and capitalized terms not defined herein will have the meanings set forth in the Purchase Agreement.

1. Payment. All payments will be made in lawful money of the United States of America at the principal office of the Issuer, or at such other place as the Holder may from time to time designate in writing to the Issuer. Prepayment of principal may not be made without the written consent of the Holder. Upon the Note becoming due and payable after the occurrence and continuance of an Event of Default, interest shall accrue at a rate per annum equal to 25% of the Repayment Amount, calculated daily and paid on a quarterly basis from the Maturity Date until the date on which payment is made.

2. Security. This Note is a senior secured obligation of the Issuer and will be secured by the Collateral pledged as security therefor pursuant to the Collateral Agreement.

3. Conversion of the Note. This Note and any amounts due hereunder will be convertible into Conversion Shares in accordance with the terms of Section 4 of the Purchase Agreement.

4. Amendments and Waivers; Resolutions of Dispute; Notice. The amendment or waiver of any term of this Note, the resolution of any controversy or claim arising out of or relating to this Note and the provision of notice among the Issuer and the Holder will be governed by the terms of the Purchase Agreement.

5. Successors and Assigns. This Note applies to, inures to the benefit of, and binds the respective successors and assigns of the parties hereto; provided, however, that the Issuer may not assign its obligations under this Note without the written consent of the Holder. Any transfer of this Note may be effected only pursuant to the Purchase Agreement and by surrender of this Note to the Issuer and reissuance of a new note to the transferee. The Holder and any subsequent holder of this Note receives this Note subject to the foregoing terms and conditions, and agrees to comply with the foregoing terms and conditions for the benefit of the Issuer and any other Purchasers (or their respective successors or assigns).

6. Officers and Directors not Liable. In no event will any officer or director of the Issuer be liable for any amounts due and payable pursuant to this Note.

7. Limitation on Interest. In no event will any interest charged, collected or reserved under this Note exceed the maximum rate then permitted by applicable law, and if any payment made by the Issuer under this Note exceeds such maximum rate, then such excess sum will be credited by the Holders as a payment of principal.

8. Choice of Law. This Note, and all matters arising out of or relating to this Note, whether sounding in contract, tort, or statute will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

THEIA GROUP INCORPORATED

By John J. Gallagher

Name: John J. Gallagher

Title: Secretary